



**CONSULTING AND TECHNICAL SERVICES (CATS)
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**COMMUNITY DEFENSE INFRASTRUCTURE AND SUPPORT
CATS TORFP PROJECT [C80P6200955](#)**

OFFICE OF THE PUBLIC DEFENDER

ISSUE DATE: MAY 9, 2006

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

TORFP Title:	Community Defense Infrastructure and Support
Functional Area:	Enterprise Service Providers FA #1
TORFP Issue Date:	05/09/2006
Closing Date and Time:	05/30/2006 at 2:00 PM
	Office of the Public Defender (OPD)
Send Questions and Proposals to:	Dennis J. Krysiak 6 Saint Paul Street, Suite 1306 Baltimore, MD 21202
TO Procurement Officer:	Dennis J. Krysiak Office Phone Number: 410-767-8481 Office FAX Number: 410-333-4503
TO Manager:	Michael Cummings Office Phone Number: 410-223-3754 Office FAX Number: 410-223-3753
TO Project Number:	C80P6200955
TO Type:	Fixed Price
Period of Performance:	12 Months with (2) 1-Year Renewal Options
MBE Goal:	25 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	201 East Baltimore Street Baltimore, MD 21202
TO Pre-proposal Conference:	201 East Baltimore Street, 8 th Floor Baltimore, MD 21202 05/23/2006 at 10:00 AM See Attachment 6 for directions.

*Use full agency acronym, division/modal, office, program as appropriate.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.8 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by OPD's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #C80P6200955. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #C80P6200955 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #C80P6200955 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

1.4 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

1.5 eMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace web site at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 201 East Baltimore Street, Baltimore, MD. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.8 Limitation of Liability Ceiling

Pursuant to Section 28© of the CATS master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO agreement amount established.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 PURPOSE

The Office of the Public Defender is issuing this TORFP to obtain expanded services for the citizens of Maryland by establishing Community Defense Centers. These centers will offer a broad range of services in addition to the legal services currently provided by the Agency. The Community Defense Centers will be team-based with each team consisting of attorneys, paralegals, social workers, investigators and office staff. Offered services will include referrals to counseling services, medical and psychological evaluation assistance and other relevant services that the client needs to transition to successful citizenship. The goal of this TORFP is to help establish these Community Defense Centers by supplying the IT infrastructure needed to facilitate an extremely high level of electronic communication amongst the team members and between the centers and the rest of the agency.

Additionally, this TORFP will provide for enhancements to the Enterprise System to integrate these Community Defense Centers into the agency's existing enterprise infrastructure. The Enterprise System is a system of networked Windows-based servers and PC's; an SQL database and the ProLaw case management application. Specifically, this TO seeks to obtain support services for the LAN and WAN network infrastructures; the hardware deployed at the desktop and server rooms; the Agency email system; SQL database; and legal/case management/productivity software.

OFFICE OF THE PUBLIC DEFENDER BACKGROUND

This TORFP is issued by the Office of the Public Defender (OPD), located at 6 Saint Paul Street, Suite 1400, Baltimore, Maryland 21202. OPD is responsible for the legal representation of indigent persons charged in criminal cases. OPD is headquartered in Baltimore and has 48 offices located throughout the State. The staff consists of 423 attorneys and 434 support and administrative staff (857 total).

The Office of the Public Defender for the State of Maryland began operations on January 1, 1972. Its authority and scope of operations are defined by Article 27A of the Maryland Annotated Code. The agency's mission is to provide the finest legal representation (including investigation and support) to accused indigents in the State of Maryland and to safeguard the fundamental rights of all residents of this State. It performs two principal functions: determining whether a person qualifies to be represented and, if so, providing them with counsel. Representation may be provided by an attorney employed by the agency or, if a conflict exists, by an attorney obtained by the agency.

A Board of Directors appointed by the Governor oversees The Office of the Public Defender, appoints the Public Defender, and approves his choice of deputy. The agency is organized into an administrative division responsible for statewide management and support services, twelve operational districts headed by District Public Defenders that provide intake services and legal representation in the circuit and district courts for different parts of the state, and five operational divisions headed by Chief Attorneys providing intake services and legal representation for specialized classes of cases statewide. All heads of administrative divisions, District Public Defenders, and Division Chiefs report directly to the Public Defender.

The Administration Division of the Office of the Public Defender provides statewide administrative and management support to the Public Defender and is responsible for the budget, fiscal matters, hiring, personnel management, record keeping, equipment, and supplies. Also falling under the Administration Division is the Training Division, which provides in-house training to attorneys and support staff throughout the year. The Information Technology Division is another segment of the Administration Division and is responsible for the development and the maintenance of computerized management information and record keeping systems. Except for the Information Technology Division, administration units are housed at the agency's administrative headquarters in Baltimore.

The twelve operational districts conform to the geographical boundaries of the District Court of Maryland's districts. They are responsible for intake and for representing all indigent defendants in the Circuit and District

Courts within their geographical boundaries. Each district has a headquarters, and every county has at least one office. OPD operates the following 12 district offices:

ONE.	Baltimore City;
TWO.	Somerset, Worcester, Wicomico, and Dorchester;
THREE.	Cecil, Kent, Queen Anne's, Talbot, and Caroline Counties;
FOUR.	Charles, St. Mary's, and Calvert Counties;
FIVE.	Prince George's County;
SIX.	Montgomery County;
SEVEN.	Anne Arundel County;
EIGHT .	Baltimore County;
NINE.	Harford County;
TEN.	Carroll and Howard Counties;
ELEVEN.	Frederick and Washington Counties; and,
TWELVE.	Garrett and Allegany Counties.

OPD also has five specialty divisions which represent clients statewide. The Appellate Division handles all public defender appeals in the Maryland appellate courts and the United States Supreme Court. Its offices are located at the agency's administrative headquarters. The Capital Defense Division is responsible for implementing the right to counsel in death penalty cases. Its offices are presently located at the 201 E. Baltimore St. in Baltimore. The Collateral Review Division represents indigent inmates in parole revocations, habeas corpus writs, and other post conviction proceedings where there is a recognized right to counsel. It is located at 300 W. Preston Street in Baltimore. The Involuntary Institutionalization Division ("Mental Health Division") represents patients in mental health facilities in civil commitments and other proceedings where there is a constitutional right to counsel. Its principal office is currently at 201 E. Baltimore St. in Baltimore. It has small offices in four state hospitals, and its employees regularly work at and travel between over 40 institutions in Maryland. The Child In Need of Assistance ("CINA") Division provides attorneys in CINA and Termination of Parental Rights ("TPR") cases throughout the State. Its principal office is at the Juvenile Justice Center in Baltimore, but it also has regional offices at the agency's offices in Rockville, Upper Marlboro, and Towson.

2.1.2 PROJECT BACKGROUND

Currently an Assistant Public Defender attorney is assigned to each criminal case that comes to the Office of the Public Defender. The attorney works with the client for the duration of the criminal case. When the case is closed the relationship between the client and the attorney ends.

OPD has determined that it needs to expand the services available to clients by establishing Community Defense Centers. These centers will offer additional services to clients including referrals to counseling services, medical and psychological evaluation assistance, and other relevant social services that a client needs to transition to successful citizenship. The Community Defense Centers will be team-based with each team consisting of attorneys, paralegals, social workers, investigators and office staff.

In order to successfully establish the Community Defense Centers, it is necessary to establish the technology infrastructure for these centers, integrate them into OPD's existing enterprise systems, and ensure that the resultant Information Technology infrastructure is configured and maintained so that it continues to best serve all of the agency's users. Additionally, the OPD Information Technology Division needs to supplement its knowledge with the support of additional expertise with respect to the infrastructure and software technologies essential to implementing these centers.

2.2 TECHNICAL REQUIREMENTS

The TO Contractor will develop a plan for the establishment of the IT infrastructure for two (2) Community Defense Centers: one in Baltimore City, and the other in Montgomery County. One of the goals of this initiative is for the services offered by each center to be focused on the specific needs of the citizens of the local community. Therefore, while the infrastructure of the Baltimore City and Montgomery County Community Defense Centers will most likely be very similar, they need not be identical. These two centers will serve as prototypes, which will be replicated across the state (as funding permits) in each of the other districts. The TO Contractor will also develop a plan for the integration of the two Community Defense Centers into OPD's existing IT infrastructure. The TO Contractor will furnish network and DBA expertise as outlined in sections 2.2.1.3 and 2.2.1.4 below. The TO Contractor shall furnish a Human Resources (HR) system as outlined in section 2.2.1.5 below. **This TORFP does not include the purchase of any hardware systems.**

2.2.1 PROJECT APPROACH

The work to be accomplished by the TO Contractor under this TORFP will be segmented into specific deliverables that demonstrate both good project management and progress towards the attainment of the project's objectives in a timely manner. The TO Contractor will perform an assessment of the technical and business process needs of the Community Defense Centers and their integration into OPD's existing IT environment. Continuous network and DBA expertise is to be provided as specified below.

2.2.1.1 Baltimore City Community Defense Center:

2.2.1.1.1 Project Management:

Project management is a critical aspect of this initiative. A project manager will work closely with the Community Defense Project Director to conduct the community analysis, identify the services to be offered, secure a site for the center, coordinate identification of a viable IT infrastructure, coordinate implementation of selected IT technologies, and assist the Community Defense Project Director as needed to bring the center on-line and fully operational. The TO Contractor must assign a qualified project manager to the Community Defense Project Director for a period of **120 days** to perform these tasks.

2.2.1.1.2 Business Process Analysis:

The business processes of the Community Defense Center must be identified and documented. Additionally, appropriate technologies which maximize efficiencies, simplify communications between staff members, and facilitate easy access to IT systems must be identified. The TO Contractor must assign a qualified business analyst to the Community Defense Project Director for a period of ninety **90 days** to perform these tasks.

2.2.1.1.3 Technology Identification:

A very high level of communication amongst team members is needed, and is seen as a critical success factor. Community Defense Center employees must have convenient, secure, and reliable access to each other, clients, other OPD employees, the agency's ProLaw case management system, access to outside organizations, email, and the internet. Likewise, client access to the Community Defense Center should be as easy as possible. Technologies such as PDA's, notebook computers, email-capable cell-phones, wireless networking, wireless touch screen access points, among others, are contemplated. The TO contractor, with input from Community Defense Center and OPD's Information Technology staff, shall identify the possible technologies to be utilized.

2.2.1.1.4 Technology Selection & Deployment:

After the Community Defense Project Director and the Information Technology Division select the technologies to be deployed at the Community Defense Center, the various technology components

shall be procured by OPD. The TO Contractor shall configure these components and install, test, and integrate them into the agency's enterprise-wide systems.

2.2.1.1.5 ProLaw Web Interface (OPTIONAL Based on Available Funding):

Community Defense Center staff must be able to access ProLaw, OPD's case management software, via the World Wide Web. The current OPD implementation of ProLaw supports Web-based access, but the Web-based interface has not yet been developed. The TO Contractor must develop the Web-based interfaces to ProLaw's Contacts, Matters, and Reports modules.

2.2.1.1.6 OPD Web Portal Interface (OPTIONAL Based on Available Funding):

ProLaw will serve as the hub of client-related data gathering. Clients, Community Defense Center staff, outside professionals such as counselors, psychologists, social workers, drug-treatment programs, etc. will all need Web-based access to ProLaw. Outside access to ProLaw must be facilitated through an agency Web-Portal, which must be developed by the TO Contractor.

2.2.1.1.7 Client Access Interface (OPTIONAL Based on Available Funding):

Community Defense clients will need easy access to the resources available to them. Touch screen displays connected to OPD's enterprise systems will facilitate client access, through the Web portal outlined in 2.2.1.1.6 above, to those resources. These displays shall be wireless and utilize touch screen technology. The TO Contractor shall identify viable solutions to this need and implement their integration into OPD's IT infrastructure.

2.2.1.2 Montgomery County Community Defense Center:

2.2.1.2.1 Technology Identification:

A very high level of communication amongst team members is needed, and is seen as a critical success factor. Community Defense Center employees must have convenient, secure, and reliable access to each other, clients, other OPD employees, the agency's ProLaw case management system, access to outside organizations, email, and the internet. Likewise, client access to the Community Defense Center must be as easy as possible. Technologies such as PDA's, notebook computers, email-capable cell-phones, wireless networking, wireless touch screen access points, among others, are contemplated. The TO contractor, with input from Community Defense Center and OPD's Information Technology staff, shall identify the possible technologies to be utilized.

2.2.1.2.2 Technology Selection & Deployment:

After the Community Defense Project Director and the Information Technology Division select the technologies After the Community Defense Project Director and the Information Technology Division select the technologies to be deployed at the Community Defense Center, the various technology components shall be procured by OPD. The TO Contractor shall configure these components and install, test, and integrate them into the agency's enterprise-wide systems.

2.2.1.2.3 Client Access Interface (OPTIONAL Based on Available Funding):

Community Defense clients will need easy access to the resources available to them. Touch screen displays connected to OPD's enterprise systems will facilitate client access, through the Web portal outlined in 2.2.1.1.6 above, to those resources. These displays should be wireless and utilize touch screen technology. The TO Contractor shall identify viable solutions to this need and implement their integration into OPD's IT infrastructure.

Additionally, the TO Contractor must provide expertise in support of OPD's existing and future LAN/WAN, server/desktop environment, the ProLaw case management system, and the case management and help desk SQL databases. This support shall include the following:

2.2.1.3 Network Expertise

Purpose

Provide assistance in the support of OPD's enterprise network (LAN/WAN) and operating system environment.

Specific Support Tasks to Be Performed by the TO Contractor

- Utilize industry best practices for implementing/integrating/supporting current and future network infrastructure (including, switches, routers, servers, workstations, etc.);
- Ensure optimal network performance in support of Prolaw, OPD's mission-critical enterprise application;
- Provide recommendations and lead activities related to ongoing network infrastructure maintenance/modifications/enhancements, operating system maintenance, and software integration;
- Configuration and maintenance of CISCO routers and switches;
- Configure and maintain Dell server hardware;
- OSX System Administration;
- Configuration and maintenance of BlueCoat proxy appliance;
- Configuration and maintenance of BlueCoat antivirus appliance;
- Virtual Private Networking (VPN) configuration and support;
- Configure and maintain inter and intra agency fibre optic connections;
- Provide Tier 3 support for Help Desk operations;
- Configuration and support of multifunction print devices;
- Managing backup and recovery procedures (Veritas);
- Configure and maintain Network Attached Storage (NAS) devices;
- Act as technical liaison for OPD in dealings with outside parties;
- Perform other support tasks as assigned by OPD.

Period of Performance

12 months two one-year renewal options at the sole discretion of the OPD.

2.2.1.4 DBA Expertise**Purpose**

Provide database administration support of OPD's SQL server based systems. The DBA must hold current MCDBA and MCSA certifications.

Specific Support Tasks to Be Performed by the To Contractor

- Establish Standards and Procedures for managing the OPD ProLaw SQL database;
- Ensure optimal database performance in support of Prolaw, OPD's mission-critical enterprise application;
- Establish processes to monitor the health of the database server and tuning accordingly;
- Maintain MS SQL 2000 Merge Replication;
- Installing upgrades;

- Monitoring space requirements and alerting OPD in advance of the need for additional disk drives and RAM;
- Establishing backup and recovery processes;
- Develop SQL queries and scripts as needed;
- Maintain SQL Server on Windows 2003 Server Cluster;
- Provide recommendations for upgrades such as SQL Server 2005;
- Maintain uniform database structure;
- Develop, Maintain and Enforce standards for all ProLaw picklists;
- Perform other support tasks as assigned by OPD.

Period of Performance

12 months with two one-year renewal options at the sole discretion of the OPD.

2.2.1.4.1 Professional Development

Networking technology and software products continuously change. The TO Contractor must ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by OPD or anticipated to be implemented by OPD in the near future. With OPD prior approval, the time allocated to these continuing education activities for staff deployed to OPD on a full-time basis may be charged to this task order. Actual course costs are the responsibility of the To Contractor.

2.2.1.5 Human Resources (HR) System (OPTIONAL Based on Available Funding):

Purpose

Provide OPD HR department system support of employee, management, and government mandated HR activities.

Specific Support Tasks to Be Performed by the To Contractor

- Validate existing OPD HR system requirements;
- Identify off-the-shelf software package that can be tailored to perform the following functions:
 - Web-based access with information provided to authorized users and/or groups of users;
 - Employee Information from hiring to separation;
 - Leave Accounting of accrued bi-weekly annual, sick, personal, FMLA, and compensatory leave;
 - Position Control including tracking of PINS within the organization and across departments, divisions, and programs;
 - Electronic Time Reporting including flexible hours and schedules for all employee types and electronic timesheet submission;
 - Performance Evaluation including automatically generated reminders to supervisors and on-line performance reviews;
 - Organization Charts at all levels with information on supervisory relationships,

titles, phone numbers, etc.;

- Staff Development and Recognition including training, education, certifications, and awards;
 - Equal Employment Opportunity Compliance;
 - Discipline and Grievance Information;
 - Recruitment;
 - Reports on all of the above activities;
- Implement (includes tailoring as needed), test , and deploy Selected Package;
 - Train appropriate OPD Personnel Department employees in the administration of the system;
 - Train appropriate OPD Information Technology Division employees in the technical support of the system;
 - Training materials to be distributed to all OPD employees in the use of the system;
 - Conversion of existing Personnel Information Management System (PIMS) data.

2.2.2 DELIVERABLES

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000, Microsoft Project 2000 and/or Visio 2000.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the

deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

2.2.3 DELIVERABLE/ DELIVERY SCHEDULE

2.2.3.1 Task 1: Project Initiation

The TO Contractor shall facilitate a Project Kickoff Meeting to include the project teams from both parties and the project's Executive Sponsor, for the purpose of conducting introductions, defining roles and responsibilities, logistical details, and communicating expectations.

The TO Contractor shall develop a Project Management Plan (PMP) that includes all tasks and milestones necessary to complete the requirements defined in Section 2 Scope of Work. The PMP shall include:

- A) A Gantt chart for the entire project;
- B) A detailed Project Work Plan that identifies each project deliverable; and,
- C) A description of the project work effort necessary to accomplish each deliverable.

Once the TO Manager accepts the PMP, it will become the baseline to gauge schedule variance and TO Contractor performance for all project activities.

ID	Deliverables for 2.2.3.1	Expected Completion:
2.2.3.1.1	Project Kickoff Meeting	NTP + 14 Calendar Days
2.2.3.1.2	Project Management Plan	NTP + 30 Calendar Days

2.2.3.2 Task 2: Community Defense – Baltimore City

Per Section 2.2.1.1, the TO Contractor shall:

ID	Deliverables for 2.2.3.2	Expected Completion:
2.2.3.2.1	Assign Project Manager to assist Baltimore City Community Defense Project Director identified in Section 2.2.1.1.1	NTP + 14 Calendar Days
2.2.3.2.2	Assign Business Analyst to assist Baltimore City Community Defense Project Director identified in Section 2.2.1.1.2	NTP + 14 Calendar Days
2.2.3.2.3	Document Infrastructure Technologies identified in Section 2.2.1.1.3	NTP + 60 Calendar Days

2.2.3.2.4	Deploy Community Defense Center technologies identified in Section 2.2.1.1.4	NTP + 120 Calendar Days
2.2.3.2.5	Develop, test and deploy the ProLaw Web interface identified in Section 2.2.1.1.5 (OPTIONAL Based on Available Funding)	NTP + 180 Calendar Days
2.2.3.2.6	Develop, test and deploy OPD's Web Portal as identified in Section 2.2.1.1.6 (OPTIONAL Based on Available Funding)	NTP + 180 Calendar Days
2.2.3.2.7	Deploy touch-screen Community Defense client access as identified in Section 2.2.1.1.7 (OPTIONAL Based on Available Funding)	NTP + 240 Calendar Days

2.2.3.3 Task 3: Community Defense – Montgomery County

Per Section 2.2.1.2, the TO Contractor shall:

ID	Deliverables for 2.2.3.3	Expected Completion:
2.2.3.3.1	Document Infrastructure Technologies identified in Section 2.2.1.2.1	NTP + 60 Calendar Days
2.2.3.3.2	Deploy Community Defense Center technologies identified in Section 2.2.1.2.2	NTP + 120 Calendar Days
2.2.3.3.3	Deploy touch-screen Community Defense client access as identified in Section 2.2.1.2.3 (OPTIONAL Based on Available Funding)	NTP + 240 Calendar Days

2.2.3.4 Task 4: Network Expertise

Per Section 2.2.1.3, the TO Contractor shall:

ID	Deliverables for 2.2.3.4	Expected Completion:
2.2.3.4.1	Assign qualified Network Consultant as identified in Section 2.2.1.3	NTP + 7 Calendar Days
2.2.3.4.2	Deliver Weekly Status Report of activities to OPD CIO	Weekly

2.2.3.5 Task 5: DBA Expertise

Per Section 2.2.1.4, the TO Contractor shall:

ID	Deliverables for 2.2.3.5	Expected Completion:
2.2.3.5.1	Assign qualified DBA Consultant as identified in Section 2.2.1.4	NTP + 7 Calendar Days
2.2.3.5.2	Deliver Weekly Status Report of activities to OPD CIO	Weekly

2.2.3.6 Task 6: Human Resources (HR) System

Per Section 2.2.1.5, the TO Contractor shall:

ID	Deliverables for 2.2.3.6	Expected Completion:
2.2.3.6.1	Validate Existing OPD HR Requirements (OPTIONAL Based on Available Funding)	NTP + 30 Calendar Days
2.2.3.6.2	Identify Viable Off-The-Shelf HR Package (OPTIONAL Based on Available Funding)	NTP + 60 Calendar Days
2.2.3.6.3	Tailor Selected Package as Needed (OPTIONAL Based on Available Funding)	NTP + 180 Calendar Days
2.2.3.6.4	Configure, Test, and Deploy Package (OPTIONAL Based on Available Funding)	NTP + 270 Calendar Days
2.2.3.6.5	Document System, and Train HR and IT Staff (OPTIONAL Based on Available Funding)	NTP + 270 Calendar Days

2.2.4 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

2.3 CONTRACTOR EXPERTISE REQUIRED

The TO Contractor's staff must demonstrate a level of expertise in performing enterprise level systems and applications design and development, enterprise level system implementation, business analysis, project management and IT operations.

2.4 CONTRACTOR QUALIFICATIONS

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services:

- A) 10 years of experience analyzing the functional and operational requirements of large, diverse enterprises.
- B) 10 years of experience performing business analysis of large, diverse enterprises.
- C) Successful completion of at least three projects of similar scope, size, and complexity of this project.

2.4.1 SUBSTITUTION OF PERSONNEL

The TO Contractor shall only propose staff available at the time of the To Proposal and that satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract, Section 2.11.8.

2.4.2 NON-PERFORMANCE OF PERSONNEL

In the event that OPD is dissatisfied with the TO Contractor's personnel for not performing to the specified standards specified in Section 2.4, the TO Contractor personnel may be removed at the TO Manager's discretion. Both parties will be in full communication as to the nature of the dissatisfaction and previous mitigation efforts included in section 2.5. Replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.5 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.3. For long term deployment, invoices shall be submitted monthly. Invoices will reflect costs for hours worked indicated in the accompanying weekly status reports. Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the TO Contractor.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

2.5.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Office of the Public Defender as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the Office of the Public Defender at the following address:

Director, Administrative Services Unit
Office of the Public Defender
6 Saint Paul Street, Suite 1306
Baltimore, MD 21202

- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.6 REPORTING

The TO Contractor and the TO Requesting Agency shall conduct weekly progress meetings. A weekly project progress report shall be submitted 1 day in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the week’s period.
- Deliverable progress, as a percentage of completion.
- Problem areas, including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.

- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

2.7 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Attachment 12 - Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. A TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE

A) Proposed Services – Work Plan

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 6) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.7.1).
- 7) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.

C) MBE Participation

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

D) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:
 - A) Name of organization.
 - B) Name, title, and telephone number of point-of-contact for the reference.
 - C) Type, and duration of contract(s) supporting the reference.
 - D) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - E) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.

F) Proposed Facility

- 1) Identify Master Contractor's facilities, including address, from which any work will be performed.

G) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

H) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;
- B) Attachment 1 - Completed Financial Proposal, including:
 - 1) Fixed-Price dollar figures rounded to the nearest whole dollar.
 - 2) The shall cover all Tasks and Deliverables.
 - 3) List all Deliverables, even those not separately priced.
 - 4) Separate pricing for (2) 1-year renewal options for Tasks 4 and 5.

SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

- A) Qualifications of the Master Contractor and proposed personnel in meeting the qualifications set forth in the Master Contract and Section 2 of this TORFP.
- B) Overall understanding of the work required, quality of the approach, schedule and methodology for completing the requirements of this TORFP, and proposed solution.
- C) Experience, capability and references for the Master Contractor's proposed staff and proposed subcontractors.
- D) Reporting mechanism for ensuring that project schedules are met.

4.3 SELECTION PROCEDURES

- A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit will receive greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer.

ATTACHMENT 1 –PRICE PROPOSAL

**PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS TORFP #
C80P6200955**

LABOR CATEGORIES

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed CATS TORFP Price
(Insert Proposed Labor Categories for this TORFP)	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Total Evaluated Price			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 1A
PRICE PROPOSAL FORM

PRICE PROPOSAL FOR CATS TORFP # C80P6200955

Identification	Deliverable	Proposed Price
# of Deliverable	Title of Deliverable	
Total Proposed Fixed Price		

Authorized Individual Name

Company Name

Title

Company Tax ID #

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS TORFP # C80P6200955

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to TORFP No. **C80P6200955**, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of [] percent and, if specified in the TORFP, sub-goals of [] percent for MBEs classified as African American-owned and [] percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of [] percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

If I am the apparent TO Agreement awardee, I acknowledge that if I fail to return each completed document within the required time, the TO Procurement Officer may determine that I am not responsible and therefore not eligible for TO Agreement award. If the TO Agreement has already been awarded, the award is voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number C80P6200955	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	<u> </u> %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	<u> </u> %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	<u> </u> %

Document Prepared By: (please print or type)

Name: _____ Title: _____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # [C80P6200955](#), I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3. Offeror made the following attempts to contact personally the solicited MBEs:

4. ☐ Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

- ☐ This project does not involve bonding requirements.

5. ☐ Offeror did/did not attend the pre-proposal conference

- ☐ No pre-proposal conference was held.

_____	By:	_____
Offeror Name		Name
_____		_____
Address		Title

		Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)

conjunction with TORFP No. **C80P6200955**, it and _____,
(Subcontractor Name)

MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

- ☐ No bonds are required of Subcontractor
- ☐ The following amount and type of bonds are required of Subcontractor:

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS TORFP # C80P6200955 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	---

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above: 1. 2. 3. Total Dollars Unpaid: \$ _____			

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy of this form to the following address:

Michael Cummings, TO Manager Office of the Public Defender 201 E Baltimore St., Suite 800 Baltimore, MD 21202 mcummings@opd.state.md.us	Gisela Blades, TO Procurement Office Department of Budget and Management 45 Calvert St, Room 444 Annapolis, MD 21401 oitplo@dbm.state.md.us
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Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____	CATS TORFP # C80P6200955	
Reporting Period (Month/Year): ____/____	Contracting Unit _____	
Report Due By the 15th of the following Month.	Contract Amount _____	
	MBE Sub Contract Amt _____	
	Contract Begin Date _____	
	Contract End Date _____	
	Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____ Contact Person: _____		

Return one copy of this form to the following address:

Michael Cummings, TO Manager
Office of the Public Defender
201 E Baltimore St., Suite 800
Baltimore, MD 21202
mcummings@opd.state.md.us

Gisela Blades, TO Procurement Office
Department of Budget and Management
45 Calvert St, Room 444
Annapolis, MD 21401
oitplo@dbm.state.md.us

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP# **C80P6200955** OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, TO Requesting Agency.

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the TO Requesting Agency, as identified in the CATS TORFP # **C80P6200955**.
 - b. “CATS TORFP” means the Task Order Request for Proposals # ADPICS PO, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
 - d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between TO Requesting Agency and TO Contractor.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of **insert time for performance**, commencing on the date of Notice to Proceed and terminating on **Month Day, Year**.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$**total amount of task order**. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is **Federal ID number**. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the **Agency TO Manager unless otherwise specified herein**.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, OFFICE OF THE PUBLIC DEFENDER

By: Dennis J. Krysiak, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS RFP from Section 2.12 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS RFP from Section 2.12 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS RFP from Section 2.12 for the applicable labor category.)	

The information provided on this form for this labor class is true and correct to the best of my knowledge:

Contractor's Contract Administrator:

Signature	Date

Proposed Individual:

Signature	Date

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 6 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

Address:

201 E Baltimore St
Suite 800
Baltimore, MD 21202

Phone Number:

410-223-3754

Directions:

From the South

Take 95 N
Take the I-395 N exit 53 to Downtown
Turn right on Conway St.
Turn left on Light St
Bear left at S Calvert St
There are several Parking Garages in the immediate area

From the North

Take 95 S to Baltimore
Take the I-395 N exit 53 to Downtown
Turn right on Conway St.
Turn left on Light St
Bear left at S Calvert St
There are several Parking Garages in the immediate area

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #ADPICS PO

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. TO Manager of the TO Requesting Agency will serve as your contact person on this Task Order. TO Manager can be reached at telephone # and email address.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: Michael Cummings

Procurement Liaison Office, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Community Defense Infrastructure and Support

TO Agreement Number: #C80P6200955

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Michael Cummings

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 0 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Office of the Public Defender

TORFP Title: Community Defense Infrastructure and Support

TO Manager: Michael Cummings – 410-223-3754

To:

The following deliverable, as required by TO Agreement #C80P6200955, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

☐ Is accepted as delivered.

☐ Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 0 OF THE TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ____ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #C80P6200955 for Community Defense Infrastructure and Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to TO Procurement Officer, TO Requesting Agency on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____
NAME: _____ TITLE: _____
ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ____ day of _____, 200____, by and between the State of Maryland ("the State"), acting by and through its **Office of the Public Defender** (the "Department"), and _____ ("TO Contractor"), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for **Community Defense Infrastructure and Support** TORFP No. **C80P6200955** dated **May 5, 2006 for TORFP**, (the "TORFP") issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor's employees and agents (collectively the "TO Contractor's Personnel") with access to certain confidential information regarding _____ (the "Confidential Information").

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor's Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor's Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor's performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.

8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SECTION 14 ATTACHMENT 7 - Non-Disclosure Agreement (Offeror)

This Non- Disclosure Agreement (the "Agreement") is made this ____ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #C80P6200955 for **Community Defense Infrastructure and Support**. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to the TO Procurement Officer MDOT, SHA, OIT on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 12 – NOTICE TO MASTER CONTRACTORS

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to oitplo@dbm.state.md.us. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title:	Community Defense Infrastructure and Support
TORFP Project Number:	C80P6200955

If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

- () Other commitments preclude our participation at this time.
 - () The subject of the TORFP is not something we ordinarily provide.
 - () We are inexperienced in the services required.
 - () Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
 - () The scope of work is beyond our present capacity.
 - () Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
 - () We cannot be competitive. (Explain in REMARKS section.)
 - () Time allotted for completion of a Task Order Proposal is insufficient.
 - () Start-up time is insufficient.
 - () Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
 - () TORFP requirements (other than specifications) are unreasonable or too risky.
(Explain in REMARKS section.)
 - () MBE requirements. (Explain in REMARKS section.)
 - () Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
 - () Payment schedule too slow.
 - () Other:_____.
2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

Master Contractor

Name:_____Date:_____

Contact Person:_____ Phone ____ - ____ - ____ Email_____

EXHIBIT A

**TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN
ACCESS TO THE CONFIDENTIAL INFORMATION**

Printed Name and Address
of Employee or Agent

Signature

Date
